



FIXED PRICE NON-RESEARCH & DEVELOPMENT CONTRACT

Contract No. Specimen

BETWEEN

CALIFORNIA INSTITUTE OF TECHNOLOGY
JET PROPULSION LABORATORY
(The "Institute" or "JPL")
4800 OAK GROVE DRIVE
PASADENA, CALIFORNIA 91109-8099

AND

TBD

THIS CONTRACT FOR

**THIRD PARTY LOGISTICS SERVICE
WAREHOUSING OF GOVERNMENT OWNED PROPERTY**

IS A

SUBCONTRACT UNDER JPL's NASA PRIME CONTRACT

TASK ORDER NO. Burden / Overhead[PP1].

A DO - C9 Rating is assigned to this Contract under DMS Regulation 1

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The following documents are incorporated into and made a material part of this contract.

GENERAL PROVISIONS:

(See <http://acquisition.jpl.nasa.gov/pdf/gp/Fixed-PriceNon-Research&DevelopmentContract.pdf>)

Fixed-Price Non-Research and Development Contract, R 8/01, with Incorporated Exhibits.

- Release of Information, Form JPL 1737
- Notification to Prospective Contractors of JPL's Ethics Policies and Anti-Kickback Hotline, Form JPL 2385
- Certifications, Form JPL 2892
- Asbestos Notification, Form JPL 2895
- Management of Government Property in the Possession on Contractors, Form JPL 0968
(See <http://acquisition.jpl.nasa.gov/pdf/gp/0968.pdf>)

ADDITIONAL GENERAL PROVISIONS (AGPs):

(See <http://acquisition.jpl.nasa.gov/agp.htm>)

Ceiling Price: Limitation of Institute's Obligation R 4/99

Government Property R 4/99

Liability for Government Property Furnished for Repair or Other Services R 4/99

Limitation of Obligation and Limitation of Cost for Task CWO Contracting R 4/99

Prime Contract Extension – Fixed Price R 3/03

Report of Shipment R 4/99

Safety and Health R 4/00

Security Requirements for Unclassified Automated Information Resources and Access to JPL's Controlled Facilities R 12/01

Service Contract Act of 1965, as Amended – Long Form R 4/99

EXHIBITS:

Exhibit 1, JPL Holiday Schedule

Exhibit 2, Oracle Electronic Storage Form

Exhibit 3, Excess Property Record Form JPL 0551

Exhibit 4, Oracle Electronic Excess Form

Exhibit 5, Transfer Order Excess Personal Property Form SF 122

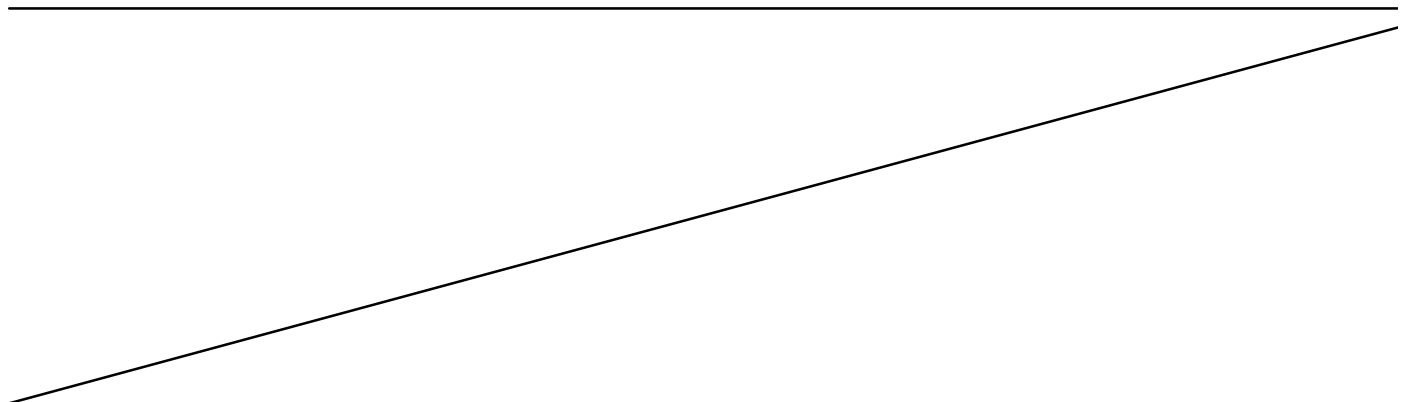
Exhibit 6, JPL Shipper Form DD 1149

Exhibit 7, Contract Work Order Procedure and Sample

Exhibit 8, Service Contract Act Wage Determination Form 1994-2047

Exhibit 9, JPL Contractor Safety and Health Notification Form JPL 2885

Exhibit 10, Minimum Timekeeping Requirements to be Performed at Off-Lab Facilities Form JPL 1725



PREAMBLE

This Contract, entered into on _____[PP2] by and between the CALIFORNIA INSTITUTE OF TECHNOLOGY (hereinafter called the "Institute" or "JPL"), a corporation organized and existing under the laws of the State of California, and **TBD** (hereinafter called the "Contractor"), a _____[PP3]organized and existing under the laws of the State of **TBD** and constituting a subcontract under Prime Contract NAS7-1407 between the Institute and the Government;

WITNESSETH THAT:

The Contractor agrees to furnish and deliver the supplies and perform the services set forth in this Contract for the consideration stated herein.

SCHEDULE

ARTICLE 1. STATEMENT OF WORK AND DELIVERY

On or Before

- 1.0 As Fixed Price Baseline Work, the Contractor shall provide to Jet Propulsion Laboratory (JPL) the personnel, vehicles, including trucks, facilities, equipment, expendables, maintenance, utilities and systems required to collect, electronically photograph, transport, ship, handle, safeguard, inventory, store, package, scrub, and report on Government property as follows:
- 1.1 Facility: Provide 100,000 square feet of general warehouse space capable of safeguarding Government Property and housing the activities described herein. Further, provide access to a telephone and Contractor records for use by the JPL Contract Technical Manager (CTM) during site visits.
- 1.2 Relocation: Relocate all specified property including approximately 6,000 pieces of equipment from current Cheli Warehouse at 5600 Rickenbacker Road, Bell, CA 90201-6418 to new Contractor provided facility. 09/30/03
- 1.3 Hours of Operation: Provide hours of operation eight (8) hours per day and forty (40) hours per week during normal JPL workdays between 7:30 AM and 4:15 PM Pacific Standard Time (PST), JPL holidays excluded. (JPL Holiday Schedule, Exhibit 1)
- 1.4 Licenses and Permits: Provide all licenses, permits, including wide load permits, inspections, bonding, insurance and reports, as required by Federal, State or local jurisdictions.
- 1.5 Pickup, Delivery and Transportation:
- 1.5.1 As directed by JPL, pickup property from and transport and deliver to user locations.
- 1.5.2 Review, verify, sign and date applicable form, which will be attached by JPL to property at the time of its removal, as follows:
- 1.5.2.1 For NEMS tagged or untagged items to be stored, an Oracle Electronic Storage Form (Exhibit 2) or Contractor equivalent will be attached,
- 1.5.2.2 For untagged items to be disposed of, an Excess Property Record Form (JPL 0551) (Exhibit 3) or Contractor equivalent will be attached, and
- 1.5.2.3 For NEMS tagged items to be disposed of, an Oracle Electronic Excess Form (Exhibit 4) or Contractor equivalent will be attached.

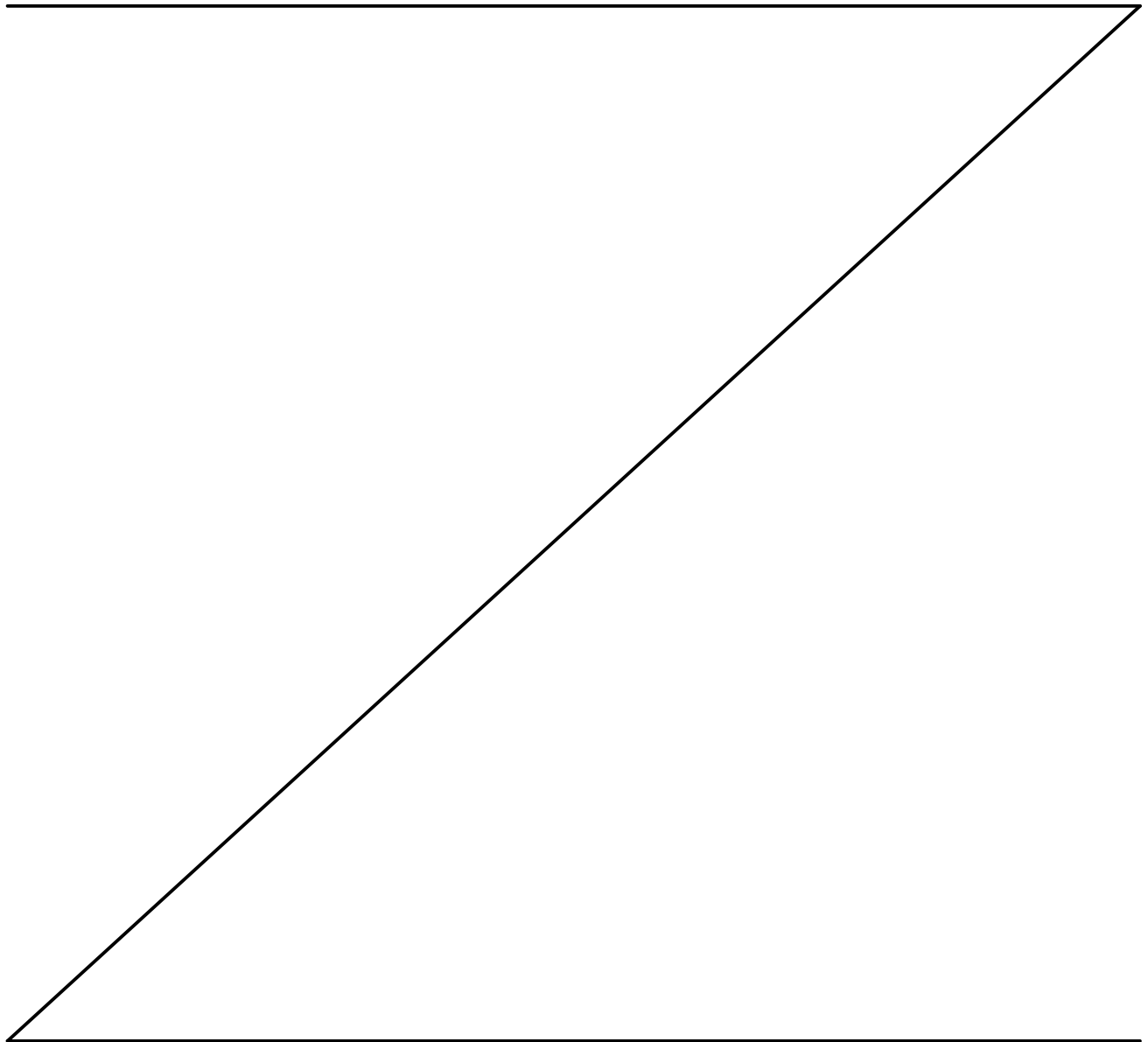
- 1.5.3 Provide daily transportation for property pickup and delivery between the Contractor's warehouse storage facility and JPL Pasadena area sites to include, but not limited to, the following:
 - 1.5.3.1 JPL, 4800 Oak Grove Drive, Pasadena, CA 91109-8099
 - 1.5.3.2 Infrared Processing and Analysis Center (IPAC), 770 South Wilson Avenue, Pasadena, CA 91125
 - 1.5.3.3 California Institute of Technology (Caltech), 1201 East California Boulevard, Pasadena, CA 91125
 - 1.5.3.4 Building 507, 2550 East Foothill Boulevard, Pasadena, CA 91107
 - 1.5.3.5 Buildings 600/601/602, 540/500/464 West Woodbury Road, Altadena, CA 91001-1137
 - 1.5.3.6 Building 512, 145 North Altadena Drive, Pasadena, CA 91107-3333
- 1.5.4 Pick up items and JPL and deliver to Contractor's location. Within 24 Hours of Request
- 1.5.5 Return items to JPL Pasadena area locations. Within 24 Hours of Request
- 1.6 Property Management:
 - 1.6.1 Contractor Point of Contact (POC): Provide a single Contractor Point of Contact (POC) with authority and accountability. POC shall:
 - 1.6.1.1 Provide planning, coordination and surveillance of overall activities to assure disciplined performance of work and the timely application of the resources necessary to complete the tasks described in this Contract.
 - 1.6.1.2 Participate with JPL in the planning and scheduling of the work to assure continuous support of the JPL property management activities.
 - 1.6.1.3 Respond to changes in work priorities and fluctuations in workload as set by the JPL Contract Technical Manager (CTM).
 - 1.6.2 Inventory: Provide and maintain an electronic inventory system by which all property placed under the control of the Contractor shall be entered and tracked.
 - 1.6.2.1 Contractor will perform annual inventories of all

- | | | |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| | NASA Equipment Management System (NEMS) tagged property at Contractor Warehouse between January and February with a reconciliation by the end of March. Results of inventories will be electronically reported to the JPL CTM and Manager of Property Accountability. | 01/30/04
03/31/04 |
| 1.6.2.2 | When requested, electronically photograph any or all assets or groups of assets and store or forward to JPL, or as otherwise directed. | |
| 1.6.3 | Disposal of Property / Scrubbing: Following receipt of written authorization from the JPL CTM, provide facilitation of disposal of property assets as instructed. | |
| 1.6.3.1 | For computers, sanitization of hardware is required before disposal. Contractor shall establish and implement a procedure, subject to inspection and approval by JPL, to accomplish the removal of JPL generated information from all NASA owned computer systems entering the disposal cycle. This procedure will require Contractor to provide an inspection of each item, affix a validation sticker on each item, and keep a certified record noting the date an item was scrubbed and the individual who scrubbed it. | |
| 1.6.4 | Re-utilization: Maintain a JPL approved system to facilitate the physical transfer of property. Upon receipt of an approved Transfer Order, Excess Personal Property (Standard Form (SF) 122 (Exhibit 5), (and also on occasion, a JPL Shipper Form DD 1149 (JPL 1149-2) (Exhibit 6) for items going to Government Facilities), package and ship the designated property to the eligible recipients identified within the transfer order. Packaging and transportation costs related to such transfers remain the responsibility of the recipient, not the Contractor or JPL. | |
| 1.7 | Contract Status Reviews: Participate in monthly reviews with JPL personnel to discuss Contractor generated electronic report on issues relating to the Contractor's responsibilities set forth herein as well as the condition of the facilities, personnel, activity levels, level of performance, and any and all other matters related to operation of this contract. | Monthly |
| 2.0 | As Non-Baseline Work, the Contractor shall perform the following work under the Contract directed to the Contractor by use of a Contract Work Order (CWO) in accordance with the Contractor Work Order Procedure and Sample. (Exhibit 7): | |
| 2.1 | As non-baseline work requiring JPL written authorization, provide up to an additional 30,000 square feet of general warehouse space. | |

- 2.2 As non-baseline work requiring JPL written authorization, provide support and access on a twenty-four (24) hour, seven (7) day a week basis.
- 2.3 As non-baseline work requiring JPL written authorization, provide expedited delivery to Pasadena area sites. Within 8 Hours
Of Request
- 2.4 As non-baseline work requiring JPL written authorization, pickup and deliver between the Contractor's warehouse storage facility and outside JPL Pasadena area sites to include, but not limited to, the following:
 - 2.4.1 Educator Resource Center, Building, 1460 East Holt Avenue, Suite 20, Pomona, CA 91767-5856
 - 2.4.2 Table Mountain Facility, 24490 Table Mountain Road, Wrightwood, CA 92397
 - 2.4.3 Goldstone Deep Space Communications Complex (GDSCC) Facility on the U.S. Army's Fort Irwin Military Reservation, including sites Apollo, Echo, Gemini, Mars, Microwave Test Facility (MTF), Mojave Base State, Pioneer and Venus, near Barstow, CA 92311
- 2.5 The Contract and JPL agree that non-baseline work shall not affect any part of the fixed price baseline work, but instead shall only be used to add new and separate work within the general scope of this Contract.
- 2.6 CWOs shall be negotiated on a firm, fixed price basis, in accordance with Article 2.
- 3.0 JPL will:
 - 3.1 Visit Contractor location to inspect and approve Contractor processes.
 - 3.2 Provide direction to Contractor as to what items to pick up, what items to store, what items to display for disposition, what items to deliver, and what items or groups of items to electronically photograph.
 - 3.3 Provide named individuals to visit Contractor's location to view assets or groups of assets identified by JPL as available for disposition.
 - 3.4 Provide direction to Contractor as to changes in work priorities and fluctuations in workload.
 - 3.5 Provide Contract Work Orders (CWOs) to authorize Contractor to perform non-baseline work.
 - 3.6 Provide pick up or drop off at Contractor's location JPL property items during normal hours of operation as needed.
 - 3.6.1 As non-baseline work requiring JPL written authorization, JPL will pick up or drop off JPL property at Contractor's location outside normal hours of operation.

4.0 Delivery Instructions

- 4.1 Except as otherwise provided in this Contract, the point of inspection, acceptance and delivery of all supplies deliverable under this Contract shall be the Jet Propulsion Laboratory, 4800 Oak Grove Drive, Pasadena, California 91109. All such supplies shall be packaged, packed, boxed, or crated in such a manner to ensure safe delivery and shall be shipped prepaid and at the Contractor's expense to the point of delivery.
- 4.2 Time is of the essence in the performance of this Contract.
- 4.3 The term of this Contract shall commence as of the date of this Contract and shall continue through two years from the commencement date.



ARTICLE 2. FIXED PRICE, CEILING PRICE, RATES AND REIMBURSEMENT

- 1.0 Pre-Contract Costs. There shall be no allowance for work performed or costs incurred prior to the execution date of this Contract.
- 2.0 Fixed Price Baseline Work
 - 2.1 Fixed Price Per Month: \$_____ for 24 Months, Totaling: \$_____
 - 2.2 Invoices. Invoices shall be submitted, in triplicate, to JPL Subcontract Payment Group, Mail Stop 601-208, 4800 Oak Grove Drive, Pasadena, California 91109-8099
- 3.0 Non-Baseline Work
 - 3.1 For non-baseline work to be performed via CWOs, the ceiling price is \$ TBD.
 - 3.2 For non-baseline hourly work, the Contractor shall be paid by the Institute for each hour of work directly performed for JPL at the rates listed in the Rates and Reimbursement Costs section below. Except as otherwise specifically provided for in this Contract, these non-baseline work rates include any and all direct cost, burden, overhead, general and administrative expense, and profit chargeable by the Contractor to the Institute under this Contract.
 - 3.3 The Contractor shall submit individually monthly-itemized invoices in triplicate for each CWO to be billed. These invoices for services rendered under this Contract shall be sent to JPL Subcontract Payment Group, Mail Stop 601-208, 4800 Oak Grove Drive, Pasadena, California 91109-8099.
 - 3.4 Invoices shall identify by number the CWO under which the work was accomplished, shall identify the work, specify the individual labor classifications utilized, the corresponding hours worked billing rates for each labor classification, and authorized overtime (if any). The invoice shall further include and specify such other detail as may be required by JPL.
 - 3.5 The final invoice for each CWO shall be so identified. Thirty (30) days prior to the end of the JPL Fiscal Year, the Contractor agree to submit to JPL, upon five (5) days advance notice by JPL, invoices for all work performed but not previously invoiced.
 - 3.6 Non-Baseline Work Rate for Additional General Warehouse Space Per Square Foot
 - 3.6.1 Fixed Price Per Month for Additional General Warehouse Space Per Square Foot: \$_____.
 - 3.7 Non-Baseline Work Hourly Rates
 - 3.7.1 For non-baseline work, the Contractor shall be paid by the Institute for each hour of work directly performed for JPL at the following rates listed. Except as otherwise specifically provided for in this Contract, these non-baseline work rates include any and all direct cost, burden, overhead, general and administrative expense, and profit chargeable by the Contractor to the Institute under this Contract.

Non-Baseline Work Hourly Rates

Classification	Straight Time Hourly Billing Rate	Time and a Half Hourly Billing Rate	Double Time Hourly Billing Rate
Forklift Operator	\$ _____	\$ _____	\$ _____
Shipping Receiving Clerk	\$ _____	\$ _____	\$ _____
Truck Driver and Light Truck (Straight truck, under 1 1/2 tons, usually 4 wheels)	\$ _____	\$ _____	\$ _____
Truck Driver and Medium Truck (Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels)	\$ _____	\$ _____	\$ _____
Truck Driver and Heavy Truck (Straight truck, over 4 tons, usually 10 wheels)	\$ _____	\$ _____	\$ _____
Truck Driver and Tractor - Trailer (Rated capacity is the gross vehicle weight minus the empty weight of the vehicle)	\$ _____	\$ _____	\$ _____
Warehouse Specialist	\$ _____	\$ _____	\$ _____

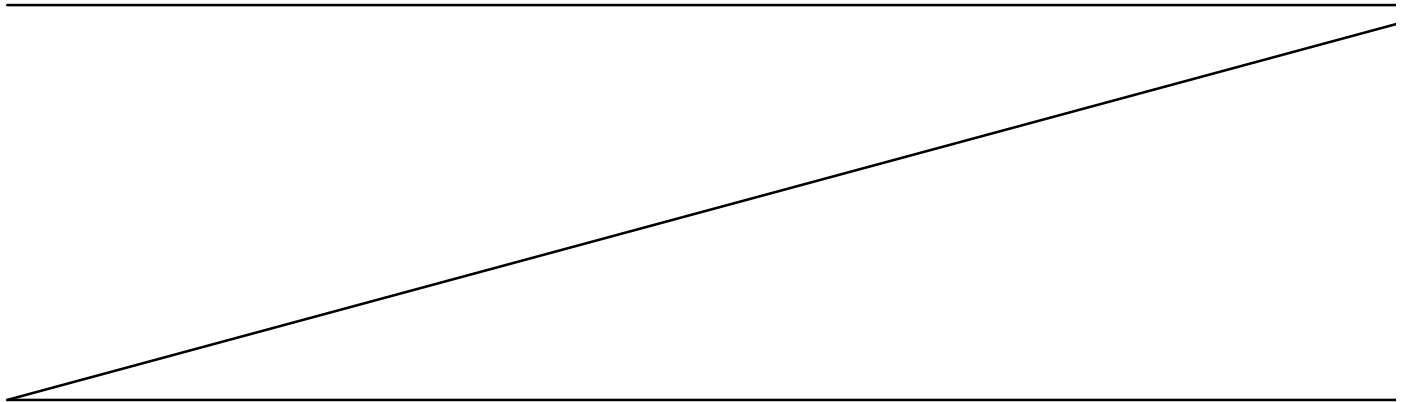
4.0 Rates and Reimbursable Costs

- 4.1 Subject to the provisions of the Additional General Provision (AGP) of this Contract entitled, "SERVICE CONTRACT ACT OF 1965, AS AMENDED (LONG FORM)," the Contractor shall pay its workers in accordance with Service Contract Act Wage Determination No. 1994 - 2047 (Rev. 22), attachment, dated April 30, 2003, which is incorporated into this Contract and made effective as of the Contract commencement date. (Exhibit 8) See <http://www.dol.gov/esa/whd/contracts/sca.htm>.
- 4.2 Subject to the provisions of the Special Provision of this Contract entitled, "TIMEKEEPING AND PAYMENTS," the Contractor shall be paid by the Institute for each hour of work directly performed for JPL for the non-baseline work, as required by JPL, at the rates listed. Except as otherwise specifically provided for in this Contract, the rates listed include any and all direct cost, burden, overhead, general and administrative expense, material handling cost and profit chargeable by the Contractor to the Institute under this Contract. The direct labor costs payable under each CWO shall be based on actual hours expended at hourly rates specified in the Contract and as verified by JPL.
- 4.3 No overtime shall be utilized on the work under this Contract unless such overtime has been approved in the applicable CWO.
- 4.4 Records. The Contractor shall maintain detailed, complete and accurate accounting records on a CWO basis to show total cost applicable to each individual CWO. All hours of labor shall be supported by individual daily job time sheets signed by the individual performing services; in all cases there shall be evidence of actual payment. The Contractor shall further maintain such records delineated in such reasonable detail as may be required by Jet Propulsion Laboratory in regard to all costs pursuant to this Contract and as mutually agreed upon between JPL and the Contractor.
- 4.5 Other Direct Costs. The costs of any licenses or permits furnished by the Contractor pursuant to the General Provisions of this Contract, exclusive of any overhead charges or profit, are to be included in the fixed price baseline work and non-baseline work hourly rates.

4.6 Contract Work Order - Limitation of Obligation. In addition to the provisions of paragraphs (e) and (f) of the Special Provision entitled, "TIMEKEEPING AND PAYMENTS," the following provisions shall apply to each CWO issued under this Contract for non-baseline work:

4.6.1 The Institute shall not be obligated to pay the Contractor any amount in excess of the Estimated Expenditure set forth on each CWO and the Contractor shall not be obligated to continue performance of the work described in such CWO or to otherwise incur costs in excess of such Estimated Expenditure, unless and until JPL shall have issued a written CWO Supplement increasing such Estimated Expenditure.

4.6.2 If at any time the Contractor has reason to believe that the costs for performance of work described in a CWO will exceed the Estimated Expenditure of such CWO, it shall immediately notify the cognizant JPL Contract Negotiator to that effect, giving its revised estimate of the total cost to perform the work. Such notification may first be given verbally, but shall be confirmed in writing if JPL requests written confirmation thereof.



ARTICLE 3. AWARD TERM OPTIONS

1.0 Issuance of Award Term Options

1.1 The initial two (2) year Contract Term may be extended by JPL, at its discretion, via unilateral modification, for up to two (2) additional Award Term Options based on contractor performance. The first Award Term Option is for two (2) years and the second Award Term Option is for one (1) year, resulting in a contract period lasting a minimum of two (2) years from date of contract execution to a maximum of five (5) years from date of contract execution.

1.1.1 Following the Initial 2-Year Contract Term, Price the Subsequent 2-Year Award Term Option

Fixed Price Per Month: \$_____ for 24 Months, Totaling: \$_____

1.1.2 Following the Initial 2-Year Contract Term and 2-Year Award Term Option, Price the Subsequent 1-Year Award Term Option

Fixed Price Per Month: \$_____ for 12 Months, Totaling: \$_____

1.1.2.1 The Contractor shall submit a written proposal providing the non-baseline work rates to JPL within fourteen (14) calendar days after receipt of JPL's preliminary notice to exercise the Award Term Option(s).

1.2 Decision to Award the Award Term Options

1.2.1 The decision to award the options will be based on a continuing need for the service, the availability of funding and the Contractor's performance. There is no guarantee that JPL will continue this Contract beyond the initial two (2) year basic period. JPL will provide the Contractor preliminary notice of its intent to exercise an extension ninety (90) days prior to the expiration date of the current Contract effort; however, such preliminary notice of intent will not be deemed by the Contractor as a commitment by JPL to exercise said extension. JPL may exercise the extension by issuance of a modification to the Contract at any time before the expiration of the Contract.

1.3 Monitoring of Performance

1.3.1 The Contractor will be evaluated every six (6) months during the initial two (2) year base period and every six (6) months before exercising each Option to provide feedback to the Contractor. The JPL Contract Technical Manager, in accordance with paragraph 1.3.7 below, will evaluate the Contractor's performance. The JPL Contract Technical Manager will evaluate the Contractor's performance as unacceptable, acceptable or excellent defined as follows:

1.3.2 Unacceptable. The Contractor's performance does not meet or conform to the Contract requirements. If the Contractor's performance is determined to be

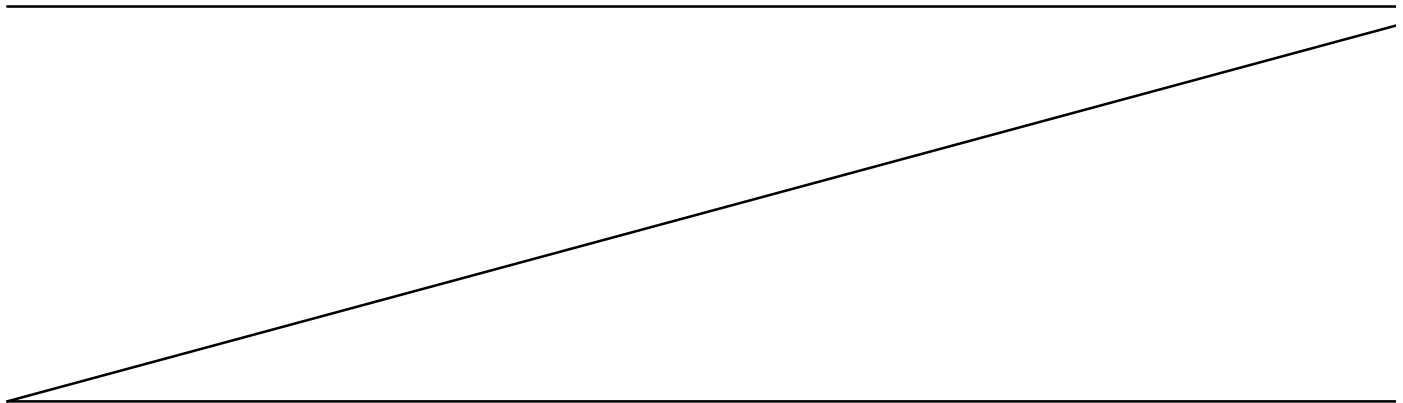
unacceptable for the first (1st) year of the Contract, JPL will initiate a new acquisition during the second (2nd) year of the base performance period.

- 1.3.3 Acceptable. The Contractor's performance conforms to or meets Contract requirements but does not meet incentive objectives. If the Contractor's performance is determined to be acceptable, the Contractor neither gains nor loses any contract term.
- 1.3.4 Excellent. The Contractor's performance meets the incentive objectives and earns an award term. If the Contractor's performance is determined to be excellent, the Contractor earns an award term extension.
- 1.3.5 Contractor's Self-Assessment. The Contractor shall submit a self-assessment to the JPL Contract Negotiator within fourteen (14) days after the end of the evaluation period. The assessment should contain any information that the Contractor wishes to provide the JPL Contract Negotiator for use in evaluating the Contractor's performance.
- 1.3.6 Inconsistent Performance. Inconsistent performance by the Contractor (i.e. acceptable or excellent performance for one period followed by a period of unacceptable performance) will not earn the Contractor an award extension. At JPL's discretion, JPL may cancel all remaining award terms based on the Contractor's inconsistent performance.
- 1.3.7 Performance Evaluation Criteria. The Contractor's performance in the following areas will be evaluated:
 - 1.3.7.1 Contract Compliance
 - 1.3.7.1.1 The Contractor's ability to perform and accomplish the fixed price baseline and non-baseline work provided in Article 1 Statement of Work tasks and its responsiveness to JPL direction.
 - 1.3.7.2 Quality Control
 - 1.3.7.2.1 The Contractor's methods, procedures and controls have fulfilled the contract requirements.
 - 1.3.7.3 Reporting Compliance
 - 1.3.7.3.1 The Contractor's ability to submit Contract required reports in a satisfactory condition.

2.0 Price Adjustment

- 2.1 Rate adjustments must be caused by changes in the Service Contract Act wage rates or fringe benefits. If the applicable Service Contract Act Wage Rates contained in a new Service Contract Act Wage Determination differ from those incorporated in this Contract and the Contractor would, therefore, be required to increase the direct labor rates and / or fringe benefits paid to workers under this Contract, then the rates shall be revised to incorporate the verified change in costs to the Contractor resulting from the new Service Contract Act wage rates and fringe benefits.

- 2.1.1 A rate change shall include only verified changes in direct labor rate, fringe benefits, and the associated changes in payroll taxes and applicable insurance of the Contractor caused by the Service Contract Act Wage Determination and no other overhead or general and administrative expense or profit shall be applied.
- 2.1.2 The Contractor and JPL shall agree upon the rates for the fixed price baseline and non-baseline work applicable. Except as otherwise specifically provided for in the Contract, such prices agreed to by the Contractor and JPL shall include any and all direct costs, burden, overhead, general and administrative expense, and profit chargeable by the Contractor to the Institute under this Contract.
- 2.1.3 JPL, or its authorized representative, shall have the right to examine any books, documents, papers, and records of the Contractor directly pertinent to rate adjustments.
- 2.2 Except as modified above, all terms and conditions of the Contract shall continue as stated herein.



ARTICLE 4. SPECIAL PROVISIONS

1.0 The following documents are incorporated into and made a material part of this Contract:

- 1.1 **Data Removal From Computers.** The Contractor shall erase or otherwise remove all data (which can include sensitive, Privacy Act, proprietary, and mission critical data) from hard drives and other computer storage devices and remove licensed software from Government-owned computers before such computers leave the control of the Contractor organization by transfer or disposal. JPL data shall also be removed from Contractor-owned computers when the computer will be no longer used for this Contract. The Contractor shall archive all data required to be retained, pursuant to the "Rights in Data - General" General Provision. Guidance on what constitutes mission-critical data and sensitive information (such as business and restricted technology information and scientific, engineering, and research information) is contained in NASA Procedure and Guidelines for Security of Information Technology (NPG) 2810, available on the worldwide web or from the JPL Negotiator. Proprietary data consists of trade secrets and other commercial or financial information confidential to the individual owner or organization. Proprietary data is normally labeled as such. Trade secrets or commercial or financial information that has been released to the public or is otherwise in the possession of persons other than the individual owner or organization is in the public domain and may no longer be entitled to proprietary protection. The Contractor shall submit to JPL a written certification that all applicable data has been erased or otherwise removed from computers when returned to JPL or disposed of.
- 1.2 **JPL Contractor Safety and Health Notification.** JPL Contractor Safety and Health Notification. Contractor has signed and acknowledged receipt of a copy of "JPL Contractor Safety and Health Notification," form JPL 2885 (identifying applicable required documentation, safety requirements, emergency handling procedures, etc.), (Exhibit 9) which is hereby made a material part of this Contract. The costs associated with compliance with all applicable requirements as identified on form JPL 2885 are included in the Contract pricing, and therefore, Contractor compliance with such requirements shall not entitle the Contractor to an equitable adjustment under the General Provisions of the Contract entitled "Safety and Health," and "Changes," or under any other provision of this Contract.
- 1.3 **Overtime Requirements.** Contractor personnel assigned to this contract shall be reimbursed by the Contractor for overtime, which is in accordance with applicable State/Federal Laws and Regulations. JPL shall only reimburse the Contractor at the employee straight time rates unless pursuant to applicable State or Federal Law(s), Regulations or Wage Orders (including, but not limited to the Service Contract Act, the Fair Labor Standards Act and California IWC Wage Orders) the Contractor is required to pay its employee(s) at higher (time-and-one-half or double time) rates. Additionally, JPL reimbursement of the Contractor for any such overtime remains strictly subject to the limits stated in the three paragraphs immediately below. Nothing in this paragraph or in the three paragraphs immediately below is intended to change the Contractor's obligations to pay its personnel assigned to this Contract overtime under the paragraph immediately above, and State and Federal Laws, Regulations and Wage Orders. Only overtime authorized by JPL in either an initial or supplemental CWO is payable by JPL. Only time actually worked on this Contract shall be considered as time worked for computing overtime reimbursable to the Contractor by JPL. Profit dollars reimbursable or overtime work shall not exceed the profit dollars reimbursable for straight-time work.
- 1.4 **Reimbursable Hours.** Contractors are reimbursed only for the specific hours worked by their personnel, which have been authorized by JPL in accordance with corresponding contract terms. Contractors are not reimbursed for any scheduled time not worked due to their personnel being directed by JPL to leave, or not report to, their JPL workstations

when JPL deems it to be unsafe or useless to work at their JPL workstations due to earthquake, fire, civil disturbance, hazardous materials (HAZMAT) incident, power outage, or other situations.

- 1.5 Security or Privacy Safeguards. The Contractor shall not publish or disclose in any manner, without the Negotiator's written consent, the details of any safeguards either designed or developed by the Contractor under this Contract or otherwise provided by JPL. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of JPL data, the Contractor shall afford JPL access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. If new or unanticipated threats or hazards are discovered by either JPL or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.
- 1.6 Subcontract Real Property Leases. If, pursuant to JPL request and/or as a direct charge to this Contract, the Contractor leases or provides real property for use under the Contract, the Contractor must first obtain an environmental audit report acceptable to JPL. The Contractor's solicitation for the lease shall include the following notices:

1.6.1 REQUIREMENT FOR AN ENVIRONMENTAL AUDIT OF THE PREMISES

1.6.1.1 The offeror(s) selected for negotiations will be required to submit prior to award an environmental audit report (report), acceptable to JPL, which identifies the exact extent to which the facilities proposed in response to this solicitation, and the real property in or on which they are situated, ARE, and ARE NOT, in compliance with the applicable requirements of federal, state and local environmental laws, regulations and ordinances. The report shall be prepared and attested to by a firm recognized as conducting environmental audits acceptable to JPL. The report shall fully disclose any and all hazards and contaminants in/on/under the facilities or real property and the location(s), nature and extent of such hazards or contaminants. The report shall disclose the locations, nature and condition of any and all of the following (but disclosure shall not be limited to these): storage tanks, sumps, pits, dump sites, landfills, pipelines, transformers, capacitors, asbestos, hazardous materials and waste products. The report shall include, or the preparer of the report shall make available to JPL on JPL request, complete documentation, data, laboratory reports, tests and survey results in support of the matters studied and the matters attested to in the report. The report shall be updated just prior to the award of a subcontract for the lease or purchase of the premises.

1.6.1.2 INVESTIGATION OF PROPOSED SITES BY JPL SAFETY OPERATIONS SECTION PERSONNEL

1.6.1.3 By submitting its proposal (or quotation or bid), the offeror agrees to submit an environmental audit report required by this notice on request and to assist JPL Safety Operations Section personnel in confirming the environmental audit report findings through a view of the property, which is the subject of the report and a review of any supporting documentation. (End of notices)

- 1.6.1.4 The subcontract lease shall contain the substance of the following provisions, in which the "Lessee" or tenant is the JPL Contractor and the "Lessor" or landlord is the subcontractor:
- 1.6.1.5 ARTICLE __. MAINTENANCE OF THE PREMISES IN COMPLIANCE WITH ENVIRONMENTAL LAWS AND INDEMNITY FOR HAZARDOUS CONDITIONS
- 1.6.1.6 The Lessor warrants that the Leased Premises and the real property in and on which they are situated, are, and Lessor shall at all times maintain the real property and the Leased Premises in, a condition in compliance with applicable federal, state and local environmental laws, regulations and ordinances, except as set forth below:
- 1.6.1.7 The Lessor consents, by entering into this Lease, to inspection, at any reasonable time, of the real property in and on which the Leased Premises are situated, by the JPL Safety Operations Section personnel for confirmation of compliance with federal, state, or local environmental laws, regulations and ordinances.
- 1.6.1.8 Except for hazardous conditions or environmental law violations directly and willfully attributable to Lessee, the Lessor shall indemnify and defend Lessee and Lessee's directors, officers and employees, the California Institute of Technology/Jet Propulsion Laboratory, and the United States Government, against, and hold all these harmless from, any liability, damages and expenses, including legal fees and the costs of litigation, resulting from any and all conditions and occurrences, and from any and all claims and actions arising from or alleging, noncompliance with any environmental law, regulation or ordinance, and/or which arise from activities or conditions on the Leased Premises or the real property in or on which they are situated.
- 1.6.1.9 Reference: RFP Attachment B-9, Form JPL 2896, "Notice to Prospective Contractors of Requirement for an Environmental Audit of the Lease Facilities."
- 1.7 Subcontracting. Except as provided above in respect to subcontracting real property, there will be no subcontracting under this Contract.
- 1.8 Supportive Invoice Information. To facilitate the prompt payment of costs incurred by the Contractor in the performance of non-baseline work associated with the CWOs issued against this Contract, each invoice shall be submitted cross-referencing individual authorizing account codes to CWO-specific costs incurred. The account codes and allocation guidelines will be provided on the CWOs. In addition, the final invoice on each CWO shall be marked "FINAL."
- 1.9 Taxes - Withholding. JPL may withhold from any payments, which are due and payable under the Contract, such amounts that JPL determines must be withheld in compliance with State and/or Federal Tax Withholding requirements. JPL shall not be liable for amounts incorrectly withheld under this Provision; provided, however, that if JPL determines that any amounts due to the Contractor have been incorrectly withheld, and said amounts have not already been remitted to the taxing authority, JPL will pay such amounts to the Contractor within a reasonable period of time.

- 1.10 Timekeeping and Payments. General. The Contractor shall submit invoices to JPL as indicated in the Schedule and discussed below. Payment to the Contractor for hours worked by the Contractor employees listed in the Schedule (or Contract Work Order) (or if there is no listing of personnel by name in the Schedule, then by personnel of the classification listed in the Schedule) will be based on the actual hours worked by such personnel in accordance with paragraph below. Reimbursement of the Contractor for travel and related expenses or allowances shall not be allowable.
- 1.10.1 Timekeeping. For work to be performed for JPL at a JPL location, the Contractor is responsible for accurately tracking and recording the hours and days of the workweek and the hours of the workshift that are worked by its employees. Working time will be calculated in tenth-of-an-hour increments for each full six minutes beginning with the designated or approved shift starting time or the actual starting time, whichever is later. Mealtime deductions shall be appropriately determined by the Contractor. The Contractor is responsible for establishing a process that monitors its personnel leaving JPL premises during the workday.
- 1.10.2 For work performed at a location other than JPL, the Contractor is responsible for accurately tracking and recording the hours and days of the workweek and the hours of the workshift that are worked by its employees. Unless otherwise provided for in this Contract, the Contractor shall maintain timekeeping records in accordance with form JPL 1725, "Minimum Timekeeping Requirements to be Performed at Off-Lab Facilities." (Exhibit 10)
- 1.10.3 Overtime is defined as work performed in excess of eight hours in one day or forty hours in one workweek or in accordance with applicable State and Federal Laws and Regulations.
- 1.10.4 Hourly Rate. The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule or Contract Work Order by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Working time will be calculated in tenth-of-an-hour increments for each full six minutes beginning with the designated or approved shift starting time or the actual starting time. Meal time deductions will be as determined by the Contractor. At the end of the day, working time will not be computed beyond the end of the designated approved shift unless overtime is authorized. Invoices shall be submitted weekly, (unless another interval is specified in the Schedule) to the attention of the JPL Accounting Section. Invoices shall contain the accuracy representation as required by JPL, and shall be submitted by one of the authorized representatives specified in the Schedule. Promptly after receipt of each invoice, the Institute shall, except as otherwise provided in this Contract, and subject to the terms below, pay the invoice as approved by JPL.
- 1.10.5 Unless otherwise prescribed in the Schedule, the Institute shall withhold five percent of the amounts due under this Contract, or such other amount, which the Institute considers necessary to protect the interest of the Institute and the Government, but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph below.

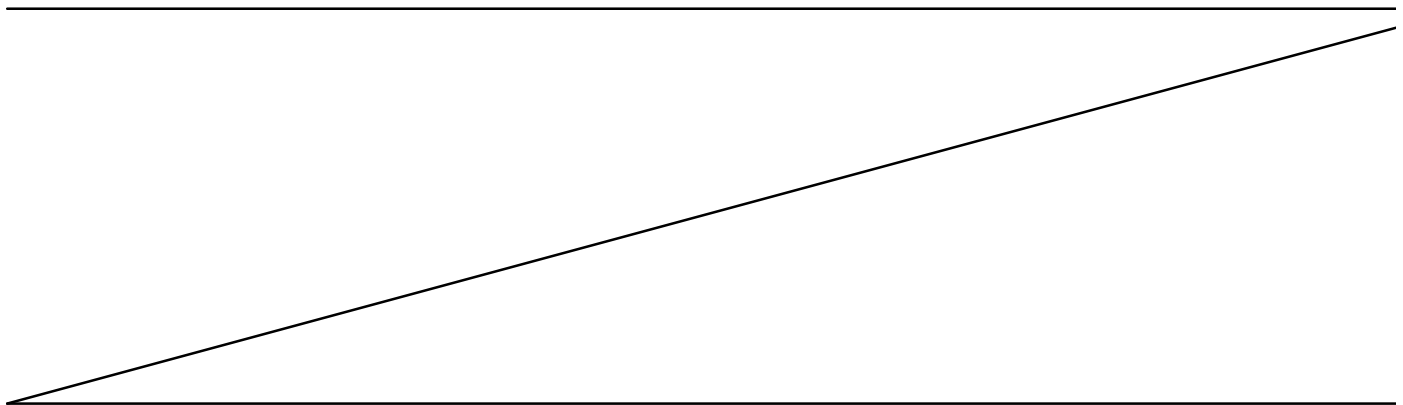
- 1.10.6 Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If the Schedule or Contract Work Order provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by JPL.
- 1.10.7 **Materials and Other Direct Costs.** Allowable costs of direct materials or other direct costs authorized in the Schedule shall be determined by JPL in accordance with Subpart 31.2 of FAR in effect on the date of this contract and any corresponding implementing or supplementing provisions in the NFS. Reasonable and allocable material handling costs should be included in the fixed price for baseline work and hourly rate for non-baseline work. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials and other direct costs in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of FAR and any corresponding implementing or supplementing provisions in the NFS.
- 1.10.8 Subcontracts are not authorized under this Contract.
- 1.10.9 **Total Cost.** It is estimated that the total cost to the Institute for the performance of this Contract shall not exceed the ceiling price for the non-baseline work set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this Contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments will accrue in performing this Contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 75% of the ceiling price in the Schedule, the Contractor shall notify JPL, giving a revised estimate of the total price to the Institute for performing this Contract with supporting reasons and documentation. If at any time during performance of this Contract, the Contractor has reason to believe that the total price to the Institute for performing this Contract will be substantially greater or less than the then stated ceiling price for the non-baseline work, the Contractor shall so notify JPL, giving a revised estimate of the total price for performing this Contract, with supporting reasons and documentation. If at any time during performance of this Contract, the Institute has reason to believe that the work to be required in performing this Contract will be substantially greater or less than the stated ceiling price for the non-baseline work, JPL will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the Contract.
- 1.10.10 **Ceiling Price for Non-Baseline Work.** For non-baseline work, the Institute shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until JPL shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this Contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended

had been incurred after the increase in the ceiling price. Directions, orders, notices, requests and the like issued by JPL pursuant to the General Provision "Changes" Article or any other provision of this Contract shall not be considered an authorization to the Contractor to exceed the ceiling price set forth in the Schedule in the absence of a statement in a Unilateral Modification, or other Contract modification, increasing the ceiling price.

1.10.11 Release. The Contractor, and each assignee under an assignment entered into under this Contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this Contract, a release discharging the Institute, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this Contract, subject only to the following exceptions:

1.10.11.1.1 Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

1.10.11.1.2 Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this Contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to JPL not more than six years after the date of the release or the date of any notice to the Contractor that the Institute is prepared to make final payment, whichever is earlier.



IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

CALIFORNIA INSTITUTE OF TECHNOLOGY

By _____
Stephanie P. Gavshon, Contract Negotiator

TBD

By _____
(Signature)

(Typed Name)

(Title)

Instructions to Contractor: Do not insert date on Preamble page.